

**FILED**  
**U.S. DISTRICT COURT**  
**EASTERN DISTRICT OF TEXAS**

**OCT - 4 2000**

**DAVID J. MALAND, CLERK**

**BY DEPUTY**

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V.

CIVIL ACTION NO. 6:00-CV442-WMS

V.

### Third-Party Defendants.

## 642258.1/SP2/36770/0103/10022000



## **II. PLAINTIFF'S ALLEGATIONS**

58. With regard to Paragraph 58, it is not necessary for Golden Rule to admit or deny whether Defendants have correctly quoted from Plaintiff's Original Petition, because said Petition speaks for itself. Golden Rule is without sufficient information or knowledge to admit or deny that "Defendants/Third-Party Plaintiffs have denied all allegations of Plaintiffs," and therefore denies same.

## **III. ROLE OF "HEALTH CARRIERS"**

59. With regard to the allegations in Paragraph 59, Golden Rule is without sufficient information to admit or deny whether it made medical payments (of an unidentified amount on an unidentified date) to one or more of Defendants/Third-Party Plaintiffs, or whether it received unidentified refunds for any reason from one or more of Defendants/Third-Party Plaintiffs, and is further without sufficient information or knowledge to admit or deny the terms of any unidentified agreements, contracts and/or plans applicable to unidentified patients of Defendants/Third-Party Plaintiffs, but would state that such plans, agreements, or contracts, if any, speak for themselves. Golden Rule has not been able to identify any agreements or contracts with Defendants/Third-Party Plaintiffs, and is without sufficient information to admit or deny whether other Health Carriers have agreements with Defendants/Third-Party Plaintiffs, or the terms of such unidentified agreements. Accordingly, Golden Rule is without sufficient information or knowledge to admit or deny whether such unidentified contracts provide "discounts" as referenced in Plaintiff's Original Petition. Defendant is further without sufficient information or knowledge to admit or deny whether Defendants/Third-Party Plaintiffs strive to comply and do comply with such unidentified agreements, contracts and/or plans in their billing practices. Golden Rule is not required to admit or deny whether Defendants/Third-Party Plaintiffs have correctly summarized Plaintiff's allegations, or their logical conclusion. Golden Rule is without sufficient information or knowledge to admit or deny whether it or any other Health Carriers have



requested, required, demanded and/or accepted refund payments from Defendants/Third-Party Plaintiffs, because such payments have not been identified. Golden Rule is further without sufficient information or knowledge to admit or deny whether one or more of the unidentified documents at issue, or claims asserted in connection therewith, would be governed by 29 U.S.C. §1302 et seq., commonly known as ERISA. Accordingly, Golden Rule denies the allegations of Paragraph 59.

#### **IV. CONTRIBUTION/INDEMNITY CLAIM**

60. Golden Rule denies the allegations of Paragraph 60, and denies that Defendants/Third-Party Plaintiffs are entitled to the relief requested therein.

#### **V. DECLARATORY RELIEF**

61. Golden Rule is without sufficient information or knowledge to admit or deny the terms of any agreements Defendants/Third-Party Plaintiffs have with any of the other Health Carriers, and would state that any such agreements or contracts with Golden Rule, which have not been identified by Defendants/Third-Party Plaintiffs, speak for themselves. Golden Rule is further without sufficient information or knowledge to admit or deny whether Defendants/Third-Party Plaintiffs have complied with such unidentified contracts or agreements, if any. Accordingly, Golden Rule denies the allegations in Paragraph 61, and further denies that Defendants/Third-Party Plaintiffs are entitled to any relief from Golden Rule as requested therein.

#### **VI. PRAYER**

62. Golden Rule denies that Defendants/Third-Party Plaintiffs are entitled to any relief whatsoever from Golden Rule, including that requested in Paragraph 62.

63. Golden Rule denies all allegations not specifically admitted herein.

64. Golden Rule would further state that some or all of Defendants/Third-Party Plaintiffs' claims may be barred by the applicable statutes of limitation.



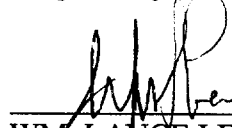
65. Any damages allegedly sustained by Defendants/Third-Party Plaintiffs, if any be proved, where caused in whole or in part by the culpable conduct of Plaintiff, Third-Party Plaintiffs, or other third-parties or instrumentalities over whom Golden Rule had no right of control and, therefore, the amount of any damages otherwise recoverable against Golden Rule should be extinguished or reduced in comparative proportion to the culpable conduct of Plaintiff, Third-Party Plaintiffs or any third-parties.

66. On information and belief, Defendants/Third-Party Plaintiffs' claims against Golden Rule are barred by the doctrines of estoppel, waiver, laches and unclean hands.

WHEREFORE, PREMISES CONSIDERED, Third-Party Defendant Golden Rule Insurance Company prays that upon final trial the Court enter judgment that Defendants/Third-Party Plaintiffs take nothing, dismissing Defendants/Third-Party Plaintiffs' suit with prejudice, assessing costs against Defendants/Third-Party Plaintiffs and for such other and further relief to which Third-Party Defendant may show itself to be justly entitled.

DATED: October 2, 2000.

Respectfully submitted,



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## **CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing document has been forwarded to all counsel of record on this 2 day of October, 2000.

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